30 YEARS PRACTICE

U.S. PATENT OFFICE

E.G. SIGGERS

Attorney at Law
and
Counsellor in Patent Causes

HOW TO OBTAIN PATENT, TRADE-MARK & COPYRIGHT PROTECTION

with
Decisions in Leading Patent Cases

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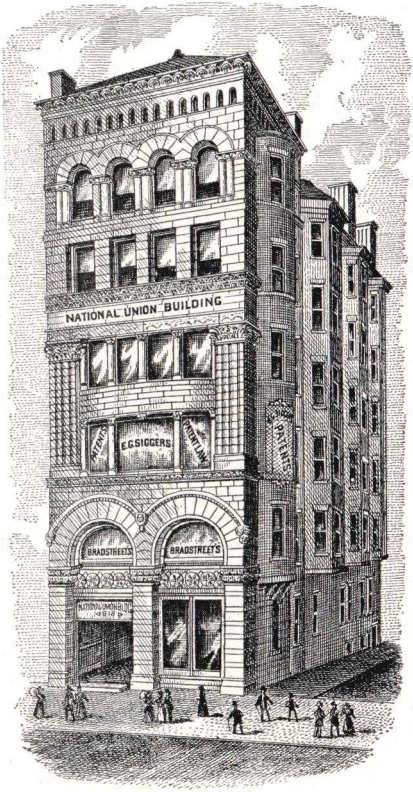
PATENT LAW OFFICES OF E. G. SIGGERS



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(1) INTRODUCTION.

TO INVENTORS, PATENTEES, AND MANUFACTURERS

IT is the purpose of this introduction to state clearly and concisely the grounds on which your patronage and support are solicited. The data, figures, decisions and statements of law and practice herein submitted have been carefully collated and verified. No pains have been spared to insure accuracy, and this pamphlet may be safely relied upon as an up-to-date compendium of matter and information, useful to every inventor and owner of a patent.

Every client has a personal interest in the professional standing and personal character of his attorney; it is a matter of paramount importance to him. Too much care in the selection of an attorney cannot be exercised, for the United States Supreme Court has said: "The growth of the patent system in this country has reached a stage in its progress where the variety and magnitude of the interests involved require accuracy, precision and care in the preparation of all the papers in which the patent is founded."

To the same effect, the Patent Office in the Rules of Practice advises the employment of "a competent patent attorney, as the value of patents depends largely upon the skillful preparation of the specification and claims."

Edward G. Siggers entered the patent soliciting business in May, 1880, since which date he has devoted his entire time and attention to the diligent practice of his profession. For a period exceeding thirty years, therefore, Mr. Siggers has had personal experience in all branches of the patent business. During seventeen years of this period he was engaged in the active management of a business of great magnitude. *The conduct of interference and infringement cases has received his especial attention.* He is a member of the bar of the Supreme Court of the District of Columbia, and of the Court of Appeals of said district, and of various Federal Courts in different parts of the United States. With good reason, Mr. Siggers feels himself competent to successfully handle patent cases of the most intricate and technical nature. His practice before the Patent Office and the courts is confined to patent, trademark and copyright matters. He pledges to his clients in the future the same unremitting care and attention which have marked his conduct of business in the past.

See references on last pages.

Connected with Mr. Siggers is a corps of competent assistants, all trained under his supervision, many of whom have been associated with him for a long time.

Every inventor who comes to Washington leaves here convinced that the proper place for a patent solicitor is in this city. The easy access to drawings and other records of the Patent Office, as well as the facilities afforded by personal interviews with the Government officials, are a sufficient guarantee of greater expedition and a higher degree of accuracy in the prosecution of applications than is possible where the business is intrusted to attorneys outside of Washington, who must transact it through the mails or Washington correspondents.

No attorney solicitous for his professional honor will, knowingly, take any action in an application for a patent that may prejudice his standing before the Patent Office; and this is, after all, one of the best guarantees an inventor can have that his interests will be carefully protected, and his work attended to with reasonable dispatch. The reputation of Mr. Siggers is firmly established, and your careful consideration is solicited of the commendatory letters from an ex-Commissioner of Patents, professional men, inventors, and manufacturers, which are given in the last pages of this pamphlet.

Relative to the financial responsibility of Mr. Siggers, inquiry is invited through your Congressman, local banker, Bradstreet, or Dun. His rating is given in Bradstreet's and Dun's Commercial Reports. Either of said companies will willingly give information to any subscriber for their reports, as to his financial standing and general reputation for fair dealing. If you are not a subscriber, have your local bank look him up.

Mr. Siggers deposits in the Columbia National Bank and the Washington Loan and Trust Company, of this city, to which he is at liberty to refer.

The instructions and suggestions in this pamphlet are given to enable applicants to secure patents, register trade-marks and enter copyrights in the quickest and most economical way. Close attention should be given to Sections 3, 5, 6 and 7 of this pamphlet in submitting patent applications to this office. All business is strictly confidential. Letters, drawings, photographs and models sent are carefully preserved and are returned upon request.

E. G. SIGGERS,
Patent Lawyer, Register No. 2098.

See references on last pages.

(2) SUBJECTS FOR PATENTS AND THE REQUIREMENTS THEREOF.

A UNITED STATES patent is a written contract between an inventor and the Government. This contract consists of mutual interrelated considerations moving from each party to the other. The consideration given on the part of the inventor to the Government is the disclosure of his invention in such plain and full terms that anyone skilled in the art to which it appertains may practice it. The consideration on the part of the Government given to the patentee for such disclosure is a monopoly for seventeen years of the invention disclosed to the extent of the claims allowed in the patent.

Under Section 4886 of the Revised Statutes, amended March 3, 1897, patents are granted in the United States to "any person who has invented or discovered any new and useful art, machine, manufacture, or composition of matter, *or any new and useful improvement thereof*, not known or used by others in this country before his invention or discovery thereof, and not patented or described in any printed publication in this or any foreign country before his invention or discovery thereof, or more than two years prior to his application, and not in public use or on sale in this country for more than two years prior to his application."

The amendments to Section 4887, dated March 3, 1897, and March 3, 1903, changed the law relative to the effect of an invention having been first patented by the inventor or his legal representatives or assigns in a foreign country, so that, as it now stands, a prior foreign patent will not debar an inventor from receiving a patent for his invention or discovery, *unless the application for the foreign patent was filed more than twelve months prior to the application for a patent in this country*, in which case no patent will be granted in this country.

All patents issued under these provisions of the law grant to the patentee, his heirs, or assigns, for the term of seventeen years, the exclusive right to make, use, and sell the invention or discovery throughout the United States and the Territories thereof. This includes Hawaii; but to embrace the Philippines and Porto Rico special registration is required. (See section 37.) Also, by virtue of law, every patent, or any interests therein, shall be assignable in writing, thus conferring upon the patentee the right to sell the invention in whole, or in part, or by territory, or to lease the same by license. (See section 13 of this pamphlet.)

As a patent secures to the owner the exclusive right to make, use, and sell the invention, these rights are each divisible and independent rights, consequently, *a patent may be infringed by one who makes, or sells, or uses anything covered by a patent.* The maker, seller, and user

See references on last pages.

are each liable to the owner of the patent, and may be separately sued.

By virtue of Section 4900 of the Revised Statutes, all articles manufactured under a patent should bear the date thereof, as failure to comply with the law prevents the patentee from collecting damages for the infringement of his patent, *except on proof that the infringer was duly notified of the infringement and continued the infringement thereafter.*

(3) FIRST STEP TO TAKE.

IF you have an invention and want a patent, send to E. G. Siggers, Washington, D. C., a model of any size and material except paper or pasteboard, with the first payment called for in section 5 of this pamphlet. While models are no longer required by the Patent Office, there is still no better way of disclosing an invention than through the medium of a model. Send by mail or express (charges prepaid), with a careful description of its construction, operation, and advantages. Write the description in your own way, and use your own terms and mode of expression. Do not attempt to follow set forms, but give your explanation briefly and to the point. Mark the principal parts of the model with letters or numbers, and describe by referring to these. The model need not be fine nor expensive, and it need not be a working model; but it should fully show your invention. *The model will be returned to you when this office is through with it,* or after issue of patent, and should be written for by the inventor when its return is desired. If you cannot send a model, a plain pencil or ink sketch or photograph will, in many cases, answer. These should be marked by letters, and explained by referring to these letters. An examination of the records of the Patent Office can never be made until a model, drawing, or photographic representation of the invention is sent. *A written description alone will not suffice.*

(4) A VISIT TO WASHINGTON.

IF the invention is complicated in construction and a model cannot be made, or the securing of good drawings or photographs is impracticable, the inventor is advised to come to Washington. Competent draftsmen are employed in this office who are capable of preparing the drawings for an application for patent merely from the verbal explanation of the inventor, assisted by his rough sketches. The trip to Washington will save the cost of a model, and immediate attention is given to clients who call in person. The application papers can be prepared, executed, and filed while the inventor is in Washington. For a reasonable fee paid in advance, this office will send a draftsman to the home or

See references on last pages.

factory of the inventor to prepare the drawings for his application for patent. This practice is followed when the machinery is too heavy to send as a model, and cannot be photographed.

(5) FIRST PAYMENT.

THE inventor should remit an advance payment of $25 when he sends the model, drawing or photograph of his invention. An examination in the proper class of United States patents in the Patent Office is immediately made to determine the patentability of the invention. If the search does not develop any patents which would anticipate the invention, and the same is patentable, and no information is required, the application papers and drawings are prepared promptly and without loss of time by further correspondence, and sent for the examination and signature of the inventor. It is the custom of this office to send a print of the drawing and a copy of the specifications along with the papers to be signed. The $25 called for is in the nature of a retainer, to show the good faith of the applicant and guarantee this office against loss in the preparation of the necessary papers and drawing. If the application is filed, the $25 is applied on the first Government fee ($15), and for one sheet of official drawings ($5), and $5 on the attorney's fee. Should the search disclose the fact that the invention is not patentable because it is anticipated by prior patents, copies of such patents will be purchased and sent to the inventor as the best way of showing him why he cannot obtain a patent, and his instructions awaited. Twenty dollars of the remittance will be held to the credit of the inventor, and may be applied to other business, or returned to him, as he may direct.

(6) HOW TO SEND MONEY.

TO avoid delay, remit by bank draft, postoffice or express money order, registered package, or certified check. Do not enclose money with the model, either by express or mail. Money has often been lost in this way. In remittances of a dollar or less, stamps may be sent.

(7) PRELIMINARY EXAMINATION.

IT is the practice of this office to encourage inventors to fully acquaint themselves with what has already been patented in the same line of inventions as their own before presenting applications for patents. By having before them copies of patents showing what has been previously patented, inventors may not only be able to judge of the propriety of filing applications for patents, but may also be in a position to improve their inventions so as to put the same in a more practical shape. Many

See references on last pages.

an application would never have been made and fewer worthless patents issued, had the inventors employed attorneys who could be relied upon to advise them correctly as to the state of the art, even at the risk of losing an application for patent.

To give full information as to the prior art in any particular line of inventions, *an examination of the records of the Patent Office is made* and copies of patents sent with the report. In this report, advice is given with reference to the bearing of any conflicting patents on the novel features of the invention, and also concerning such objections as may lie in the way of securing a patent.

While in no sense an infringement report, such as is contemplated by section 29 of this pamphlet, an inventor may obtain through this examination an idea of what patent, if any, his invention may infringe.

The cost of this examination and report is usually $5, and this amount should be sent with the drawing, photograph, or model of the invention.

If a favorable report is submitted, and the business proceeded with, the amount paid for this examination will be included in the cost of obtaining the patent.

It should be understood that the preliminary examination comprehends searching *only* through the records of United States patents, and does not include an examination of foreign patents, scientific publications, manufacturers' catalogues, and pending applications, most of which sources of information are exclusively under the control of the examiners of the Patent Office.

Therefore, it must be made clear that the report as to patentability is not conclusive on this subject, and every attorney who wants to deal fairly with his clients will give them this warning. Even the searches of the Patent Office examiners are not absolutely reliable, as is evidenced by the fact that invalid patents are sometimes granted. The preliminary examination is, however, as exhaustive and as reliable as the examination of any attorney, and special care will always be taken to guard against erroneous reports, for the mutual protection of Mr. Siggers and of his clients.

(8) NO CATALOGUES OF INVENTIONS.

REQUESTS are repeatedly made by correspondents to send them pamphlets or catalogues in different lines of invention before submitting their own devices for examination. There are none published by the Patent Office. The Patent Office "Gazette," a weekly publication, contains one of the drawings and certain of the claims of every patent issued (section 22). It is not limited to a particular class of inventions. If an inventor wishes to inform himself on what has been patented in any specific line, he should state clearly

See references on last pages.

the class of inventions about which he is seeking information. He need not disclose his detailed plans. A remittance of $5 should be made. A search is then instituted, and from twenty to forty copies of patents selected and mailed to the inventor. No report as to patentability is submitted. The cost necessarily varies with the number of copies of patents wanted, and the nature of the search, but is usually $5. The amount paid for this service is not included in the cost of obtaining a patent.

(9) HOW PATENT OFFICE VIEWS CERTAIN INVENTIONS.

ON machines which involve the perpetual-motion fallacy, the Patent Office has, for a number of years, consistently refused to grant patents.

All machines or apparatus purporting to create their own energy from the power expended, whereby they will run "until stopped or broken," as some inventors express it, are classed as perpetual-motion inventions. The Patent Office Examiners will not even consider an application for patent based on such a theory without a full-sized working machine. Consequently, inventors of such machines are advised not to file applications for patents until they have first demonstrated the invention by a full-sized working machine.

Patents will also not be granted on hog-cholera compounds, and rarely on any *medical* compound, as explained in section 26.

(10) COST OF PROCURING PATENTS.

THE charges for procuring patents through this office will always be as low as is consistent with a careful and expert preparation of the application, and a painstaking prosecution of the same before the Patent Office. The minimum cost of obtaining a patent is $70, which is summarized as follows:

First Government fee	$15
Final Government fee (see section 20)	20
Official drawings, one sheet (section 11)	5
Attorney's fee (see section 12)	30
Total	$70

A patent may be obtained for $70 on devices which involve few parts and no complication, such, for instance, as hand tools of all sorts, nut-locks, hardware articles, household utensils, clasps, buckles, toys, improvements in harness, shop implements, and hundreds of other articles too numerous to mention.

The cost of a patent necessarily increases in proportion to the number of sheets of drawings required (see section 11), the length of the specification, and the number of the claims. The degree or extent of novelty of

See references on last pages.

the invention, as well as the division of the Patent Office to which the application will likely be assigned for examination, are also taken into consideration in fixing the attorney's fee.

The attorney's fee, as stated above, is doubled or trebled, and frequently made higher, in all complex mechanical and the greater number of electrical inventions. This class includes such inventions as agricultural machines, metal and wood-working machines, milling machinery, looms, harvesters, thrashers, air brakes and similar railway apparatus, weighing and measuring machines, electrical generators, telephone and telegraphic systems, and many other intricate inventions which require the most careful and expert attention. Applications in these classes are never taken for the minimum fee.

While the Government fees are uniform in all applications, the extra charges are due to the increase of the expenses for official drawings and the attorney's fee.

Mr. Siggers always makes his charges reasonable, and advises an inventor as to the total cost of procuring his patent at the time of reporting favorably on the patentability of his invention (see sections 5 and 7), or when forwarding the application papers for signature and execution, which estimate will be adhered to throughout the prosecution of the application for patent, unless an interference is declared with a pending application (section 19); or an appeal becomes necessary from an adverse action of the examiner (section 18). When either contingency arises, the inventor can decide whether or not he will authorize the extra expense of contesting the interference or filing the appeal.

(11) EXTRA DRAWINGS.

IF in accordance with the proper practice before the Patent Office, it is necessary to make more than one sheet of drawings to fully illustrate the invention, a charge of $5 is made for each additional sheet. In certain cases, as when the drawings have to be made from photographs or sketches, and the inventions are complex, a small additional charge is made per sheet to pay for the extra time consumed.

Experience has shown the importance of illustrating every detail of the invention by large, plain drawings, in order to facilitate examination by the Patent Office and secure the best results.

Whenever there are a number of ways of accomplishing the same result, it is desirable to incorporate in the Patent Office drawings, figures illustrating the various modifications. A patent is always strengthened by pursuing this course and it is strongly recommended.

(12) ATTORNEY'S FEE.

IN a simple device, where the patentability of the invention is not in doubt, the attorney's fee is usually $30, but this amount is increased in proportion to the

See references on last pages.

number of sheets of drawings, the length of the specification and the number of the claims, and also in cases of unusual difficulty, as explained in section 10. It will always be fixed as low as is consistent with the careful and honest prosecution of the application for patent.

At the time the application papers, with a print of the drawing, are sent to the inventor for examination and execution, a full statement of the charges is submitted and the attorney's fee is called for, and, when the papers are returned for filing, they should be accompanied by the necessary amount. The official receipt showing the filing of the application is promptly sent. The final Government fee, $20, is not called for at this time.

(13) ASSIGNMENTS, PARTNERSHIPS AND LICENSES.

EVERY patent, or any interest therein, is assignable by an instrument in writing, and such interests may be vested in assignees, in grantees of exclusive sectional or territorial rights, in mortgagees, and in licensees. Oftentimes it is necessary for an inventor to associate with himself one who will be of financial assistance in obtaining the patent and handling the invention; and frequently, upon the strength of the report as to the patentability of his invention, the inventor is able to find a party who will purchase an interest in his invention and pay the cost of procuring the patent and exploiting the invention. The interests of such part owners can be secured by a formal assignment, signed by the inventor and recorded in the Patent Office. The cost of preparing, filing, and recording an assignment of ordinary length is $5.

It is well understood that under the provisions of an ordinary assignment of an undivided interest in a patent, owners of a patent are tenants in common, and not copartners, and each, as an incident of his ownership, has a right to use the invention or to manufacture under the patent; and that there can be no accountability on the part of one part owner to other owners for profits made by the exercise of his individual right. However, by embodying proper conditions in the deed, the inventor can change the relation of joint tenancy into one resembling copartnership, and require his copartner to work with him in exploiting the patent. This course is recommended. The charge for preparing, filing, and recording an assignment of this character is $7, unless special conditions are required by the parties to be inserted in the assignment, necessitating the drafting of a deed to accord with the particular circumstances of the case. *Unless otherwise advised, an ordinary assignment is prepared when a request for an assignment is made.*

In litigated cases it is sometimes difficult to prove the

See references on last pages.

execution of an assignment, grant, or conveyance of a patent, and this has been facilitated by an Act of Congress providing that—

"If any assignment, grant, or conveyance of any patent shall be acknowledged before any notary public of the several States or Territories or the District of Columbia, or any commissioner of the United States Circuit Court, or before any secretary of legation or consular officer authorized to administer oaths or perform notarial acts, the certificate of such acknowledgment, under the hand and official seal of such notary or other officer, shall be *prima facie* evidence of the execution of such assignment, grant or conveyance."

It is the practice of this office to append to each assignment such an acknowledgment for execution by the assignor before a proper official, Mr. Siggers having observed the wisdom of this provision in patent matters which he has had before the Courts.

In order to cause a patent to issue, with the name of the assignee thereon, the assignment must be filed on or before the payment of the final Government fee (section 20).

It must be borne in mind that the legal right to sell territorial privileges does not begin until the patent is issued. Any sales of territory made while the application for patent is pending can only be considered in the light of executory contracts—that is to say, a covenant or contract which a court of equity may carry into full effect when the patent issues.

Every assignment affecting the title to a patent must be recorded in the United States Patent Office within three months from its date of execution. It is a waste of money to enter them for record in the office of the county clerk. Failure to record does not invalidate the deed as between the parties thereof, but only as against "subsequent purchasers for a valuable consideration without notice."

A license is any conveyance which does not transfer the entire and unqualified monopoly, or an undivided interest therein, throughout the particular territory to which it refers. The monopoly granted by the patent is the exclusive right to make, sell, and use the invention. The right to manufacture the invention, the right to sell it, and the right to use it are each substantive rights, and may be granted or licensed separately by the patentee. Any one or two of these rights may be expressly conveyed by the patentee while the other is expressly retained by him.

A patentee may transfer the exclusive right to make and sell the invention and retain the right to use; or the exclusive right to make and use and withhold the right to sell; or he may reserve the right to make and transfer the right to sell and use.

See references on last pages.

The form of license usually adopted by patentees gives to the licensee the exclusive right to make, use, and sell the invention upon the payment of a stipulated license fee. It may run for the full term of the patent or it may be a yearly license. The preparation of the license agreement requires skill, experience, and a clear knowledge of the pitfalls to be guarded against, which only a patent lawyer possesses, for there are many instances in which the patentee has tied up his patent with a worthless license agreement, from the provisions of which no relief could be given by the Courts.

This office will give prompt and careful attention to the preparation of any license or other agreement affecting a patent. The charges vary from $15 to $35, being governed largely by the length of the document and the time expended in its preparation.

(14) THE CASE IN THE PATENT OFFICE.

IN the Patent Office your case will be assigned to one of the forty-four divisions. In some divisions the work is about six weeks in arrears. Other divisions are so much behind with their work that sometimes three or four months must elapse before a case can be reached for its initial examination. Few applications are allowed as soon as reached, for most of them require amendment and argument to overcome the criticisms and the citations of the Patent Office Examiners. Each time an application is amended and argued it must wait a period varying from one to three months for the next official action. The work of prosecuting a case in the Patent Office consumes time, is laborious, and cannot be hurried. *Applications cannot be railroaded through the Patent Office without doing violence to the inventor's true interest.* Therefore, the

(15) TIME REQUIRED TO OBTAIN PATENT

cannot be definitely foretold. Mr. Siggers has sometimes secured patents in six weeks, but has frequently been as many months; though it should be distinctly understood that he cannot make any promises *as to time.* Perhaps the largest number of patents are allowed in from eight to sixteen weeks after application. The different divisions in the Patent Office are each presided over by an Examiner, with a number of assistants. Each Examiner has a different practice. Some are liberal, while others are critical and illiberal, and seem opposed to the grant of patents. Two applications may be filed on the same day and assigned to different divisions. One may be allowed within two months; the other may require six or eight months. *Mr. Siggers endeavors to do thorough rather than hasty work,* and would always prefer to work for inventors who know what this means.

See references on last pages.

(16) THE VALUE OF YOUR PATENT

will depend much upon the skill and care with which your papers are prepared, and the faithfulness with which your case is prosecuted in the United States Patent Office. This work will receive the benefit of skill and experience acquired by a long and successful practice. Neither time nor pains will be spared to secure a patent as broad as your invention, so as to protect you against infringement by others. But to do this requires, in some cases, time and much labor; and we ask you to remember that, while you will sometimes have to wait, this office will be obliged both to wait and to work. Remember, also, that Mr. Siggers has a personal interest in the successful outcome of every case intrusted to him, as his reputation is strengthened by every patent properly obtained. His business has been built up by the recommendations of satisfied clients, and this office hopes to count you as one of them.

(17) MANUFACTURING UNDER PATENT APPLIED FOR.

IT is better not to exploit your invention until your patent issues. Instances are known where the manufacture of the invention, during the pendency of the application, has brought about an interference in the Patent Office, causing delay and extra expense in the prosecution of the application, and frequently resulting in the loss of the patent. By no means disclose your invention to strangers or send samples of the invention to manufacturing concerns, until after you have obtained patent protection.

Furthermore, the extensive manufacture and disclosure of your invention, while the application is pending, is likely to cause you to lose the right of obtaining foreign patents thereon, as someone seeing your invention on the market in the United States may proceed to patent it in foreign countries; for, under the practice of some of the countries of Europe, the first applicant, whether the inventor or not, obtains the patent. You will have ample time, after the patent is formally issued, in which to have samples of the invention made and the invention introduced. You can then do so with perfect safety, because after a patent has been issued there is no power in the Patent Office to recall it. Only the courts can annul it.

(18) APPEALS.

IF the Patent Office Examiner refuses to allow a patent, or any claim of the application, three distinct appeals are available to the applicant, namely—

First—An appeal from the Primary Examiner to the Board of Examiners-in-Chief, which is a tribunal composed of three experienced Examiners. This tribunal

See references on last pages.

carefully reviews the record of the application, and either affirms or reverses the decision of the Primary Examiner. The Government fee for this appeal is $10.

Second—In the event of an adverse decision by the Board of Examiners-in-Chief, appeal may be taken to the Commissioner of Patents in person. The Government fee required for this appeal is $20.

Third—From the adverse decision of the Commissioner of Patents, an appeal may be taken to the Court of Appeals of the District of Columbia. The expense of this last appeal is considerable, and it is rarely resorted to.

It is the experience of this office that many rejected applications would be saved were appeals taken thereon. Fully one-half of the cases appealed by Mr. Siggers are successful.

(19) INTERFERENCES.

IT sometimes happens that parties make fraudulent claims to inventorship, and file applications for patents on inventions that belong to others; and as all applications are held by the Patent Office as secret communications, the true inventor does not become aware of the attempted theft until the patent to the fraudulent inventor has issued.

While the Patent Office cannot annul the fraudulent patent, it can issue a patent to the one entitled to it, when proper application is made and proof filed to show priority. After the second patent has been issued, both parties will be placed on an equal footing, and the successful one in the interference proceeding at the Patent Office can then file a bill of equity in any of the Federal Courts, and pray that the patent first granted be declared null and void under Section 4918 of the Revised Statutes.

The majority of interferences are, however, declared by the Commissioner of Patents between two or more contesting applicants for patent claiming the same invention. These contests are conducted through the U. S. Patent Office, and a patent is granted to the one who is able to prove priority of conception or reduction to practice. The Patent Office charges no fees for hearing these contested cases, except when appeals are taken; but the expense to the contesting parties is necessarily considerable in taking testimony, which must be done by each party. The charges of this office are $25 to $50 a day, when engaged in preparing papers or taking testimony in interference proceedings. When it is necessary for Mr. Siggers to leave Washington, to take depositions at the home of the client, or to cross-question the witnesses of his opponent, hotel and traveling expenses are also charged. After testimony has been presented in due form and printed, the Examiner of Interferences in the Patent Office decides the question of priority upon the evidence submitted. The usual appeals can be taken from his decision (see section 18).

See references on last pages.

Interference proceedings are not often declared, and when possible, the client should be saved the expense of the same, either by a motion for dissolution or a compromise agreement with the opposing party. *The exact cost can never be definitely determined,* as the expense will depend largely on the nature of the case and upon the opposition of the other party.

Mr. Siggers has had extensive experience in interference work, many important interference controversies having been successfully handled by him. He is an attorney-at-law and fully qualified by long training and experience for this service, and is prepared to give it *personal* attention.

(20) FINAL PAYMENT.

WHEN your application has been allowed, the official notice of allowance will be sent, and the final Government fee of $20 may be remitted at once and the patent will be issued; or, if you prefer, you may wait six months from the date of the notice of allowance before making the final payment. The six months' period will give you ample time to make preparation for the introduction or exploitation of your invention in the United States, before the issuance of the patent; also time to apply for patents in foreign countries before the issuance of your patent here. (See section 43.)

(21) PATENTS FOR DESIGNS.

THERE has been a radical change both in the law and practice relating to design patents within recent years, such change being due to certain decisions of the United States Circuit Court of Appeals criticising the Patent Office for issuing design patents on mechanical inventions. The particular decision which started the reform in the practice is entitled Rowe *vs.* Blodgett & Clapp Co., in which case the court held that a design patent granted on a horseshoe calk was invalid, because the shape of the device was designed merely to enhance its mechanical utility and not for the purpose of display or ornamentation.

For many years prior thereto, the Patent Office followed the practice of granting design patents on articles of manufacture having a different form or configuration, the officials interpreting the word "useful" in Section 4929 of the Revised Statutes, under which design patents were issued, to refer to articles intended for mechanical use. As a result, a large number of design patents were granted. Inventors flooded the Patent Office with applications seeking protection under the design patent laws for various mechanical inventions, because of the fact that the expense was less than, and the protection for many simple devices seemed as good as in mechanical patents.

See references on last pages.

Since the aforesaid decisions of the courts, the design law has been amended so as to omit the word "useful," and to permit "any person who has invented a new, original, and *ornamental* design for an article of manufacture" to obtain patent protection thereon as a design. The law is being rigidly interpreted by the Patent Office at the present time. It follows, then, that only those designs which appeal to the æsthetic emotions will be protected by the Patent Office under the design patent law; for instance, such productions as are originated *solely* with reference to artistic ornament. This embraces any ornamental or decorative design for furniture, stoves, lamps, etc., and superficial ornamentation for such articles as knives, forks, spoons, dishes, as well as patterns for wall paper, carpets, fabrics and the like. The design must be distinctively new and original, and not a mere copy from some existing object.

Design patents are granted for any one of three terms, and the applicant must select, *in advance*, the term for which he wishes to apply, as this term, when once chosen, cannot be changed or the patent renewed. The entire cost of securing design patents is as follows:

Patent for 3½ years, *whole expense*.....$35
Patent for 7 years, *whole expense*..... 40
Patent for 14 years, *whole expense*..... 55

There is no final Government fee in applications for design patents, and as soon as the application is allowed, the patent is sent to issue.

If you want a design patent, send a model, drawing, or photograph of the design. Also remit $20 on account, when the application papers, accompanied by a print of the drawing, will be sent for your examination and signature, and the balance called for.

(22) THE ISSUANCE OF THE PATENT.

WHEN your patent issues, your name and address, with one of the figures of the drawing and certain of the claims of your patent, will be published *once* in the United States Patent Office "Gazette," a magazine having a large circulation in this country, Canada, and Europe, among manufacturers, agents, patentees, investors, attorneys, and others interested in patents. *No advertisement, or any unusual notice of an invention, is permitted in the "Gazette."* You will receive propositions from many patent brokers, sale agencies, investment companies, associations, and swindlers of every stripe. Some will pretend to be able to sell your patent, and fix a fancy price thereon, and even claim that they have an offer for it, and seek to obtain a remittance on various pretentious claims. There are concerns which will try to make you believe that a working drawing, or an engineer's report, or a prospectus, is the touchstone of success in the sale of the patent. Mr. Sig-

See references on last pages.

gers advises you to pay no attention to sale agencies or to any of these concerns.

A single copy of the "Gazette" will be sent to any address for 25 cents; subscription by the year, $5; payable always in advance.

(23) COPIES OF PATENTS.

UPON the issuance of every patent, the drawing is photo-lithographed and the specification printed, and copies of the drawing with the specification will be sent at the rate of 10 cents each, *when the number of the patent is given.* Such copies are uncertified. A certified copy of the patent can be sent for $1.50, and is accepted in court in place of the original deed. No orders for copies of patents are received by the Patent Office unless the numbers are given.

If the patentee's name, the date of the patent, or its number is unknown, this office will, if desired, carefully search for the patent described in the order; but, in making such a search, a print or illustration of the invention should be sent with such information as is obtainable. For the time occupied in making this search a charge is made, varying from $1 to $5.

All payments for copies of patents must be made in advance. We cannot send them C. O. D. Time will be saved in correspondence if these instructions are carefully followed.

(24) PATENTS FOR PROCESSES OR METHODS.

PROCESS or method patents are rightly classed as the most valuable issued by the Patent Office, though there are comparatively few inventions that can be covered by a valid process claim. One of the most valuable, and certainly the most famous process patent granted, was issued to Alexander Graham Bell on the telephone in 1876, and was sustained by the U. S. Supreme Court.

From the decisions of that tribunal it may be deduced, first, that processes involving a chemical or other elemental action, if new and useful, are patentable; second, that a process which amounts to no more than the function of a machine is not patentable; third, that a process or method of a mechanical nature, not absolutely dependent upon a machine, although perhaps best illustrated by mechanism, may, if new and useful, be the proper subject of a patent, even though it involves no chemical or other elemental action.

The discovery of a law of nature or a scientific principle is not patentable. When, however, a patentee produces a process which utilizes several laws of nature, and claims the use of all those laws in a certain order and method, then he has made a patentable invention.

Whenever it is possible to obtain a process patent, such protection should be sought because of the wide

See references on last pages.

scope it gives to the patentee. A process patent does not limit the patentee to any mechanism or devices for performing the steps of the process. If the steps are performed by hand, then the patent is infringed. Frequently, the article and the method of making it, or the apparatus and the method, may be covered in a single patent; but not a new article and a machine for producing the same.

If you have invented a new process of making an article of manufacture, and desire to secure a patent, send this office full information about the process, including drawings of any devices or means which may be employed, as well as the steps followed in carrying it out, and the results secured thereby. Also remit $5. This office will then make the examination and report as to the patentability of the process, as explained in section 7 of the pamphlet, stating at the same time the cost of procuring the patent.

Process or method patents vary in cost from $75 to $150, and over, the exact charge depending on the conditions and circumstances recited in section 10 of this pamphlet.

(25) PATENTS FOR COMPOUNDS.

UNDER the law, patents are granted on any new and useful composition of matter, but the kind of compositions on which an inventor may expect the Patent Office to issue a patent are paint compositions, fuel compounds, plastic compounds, paving compounds, food compounds, and, in short, any new and useful composition of matter *other than a medical compound.*

In applying for a patent on a composition, the applicant should state the name of each ingredient, the proportions used, the mode of compounding the same, as well as how and for what purpose the composition is employed. Also remit $5. This office will then make the examination as to the patentability of the composition and send a full report as under section 7 of this pamphlet. If the compound is believed to be patentable, a statement of the cost of procuring the patent will be submitted, and at the same time the necessary payment to proceed with the application will be called for. The cost of procuring a patent on a composition of matter varies from $70 to $100.

(26) MEDICAL COMPOUNDS.

THE charges for medical compounds are the same as for other compounds, but Mr. Siggers does not advise the filing of an application for a patent on a medical compound. The Patent Office has practically ceased granting patents in this class, though it will grant patents on new methods or processes of preparing old chemical substances. An illustration of this is the patent granted on the proprietary article "Aspirin."

See references on last pages.

In the case of medical compounds, the advice is given to all correspondents to keep secret the ingredients of their medicines, put the latter upon the market, adopt attractive trade-marks and register the same in the Patent Office. This course is pursued by the large proprietary medicine companies.

(27) TRADE-MARKS.

CONGRESS in 1905 passed a law which affords adequate protection to trade-marks; and the registering in the U. S. Patent Office of all trade-marks used in interstate or foreign commerce becomes a matter of supreme importance.

A trade-mark may now be registered by any person, firm, or corporation domiciled in the United States or located in any foreign country which, by treaty, affords similar privileges to the citizens of the United States, and which person, firm, or corporation is entitled to the exclusive use of any trade-mark, and uses the same in commerce with foreign nations, or with Indian tribes, or among the several States.

Trade-marks used *exclusively* within the limits of a single State are proper subjects for State registration, and should not be registered in the U. S. Patent Office. This office has facilities for attending to the registration of marks in those States which provide for registration.

As a guide to proprietors of medicines, food products and manufacturers, to enable them to intelligently adopt a legal trade-mark and comply with the requirements precedent to registration, it may be explained: First, that if the device, mark or symbol adopted is descriptive of the goods with which it is used, or of the character or quality of such goods; is immoral or scandalous, or comprises the flag or coat of arms of the United States, or of any State or municipality, or of any foreign nation; or is substantially identical with a registered or known trade-mark, or is merely a geographical name or term, it cannot be registered. Second, that the exclusive right to the use of a trade-mark is founded upon the actual adoption thereof, *prior to application for registration,* and its use in connection with a particular class of goods.

It is advisable, before making application for registration, that an examination should be made to determine whether or not the trade-mark is registerable. The charge for such service is usually $5, and this amount should be sent in advance with a copy of the trade-mark, a statement of the class of goods to which it is applied, and the length of time during which the trade-mark has been continuously used. A search will then be made in the proper class of registered trade-marks in the U. S. Patent Office, and a report sent as to whether or not the proposed mark is registerable. If a favorable re-

See references on last pages.

port is submitted, the balance of the required amount will be called for, along with the usual number of labels which must be filed with the application. The papers will then be prepared and sent for signature and execution, and when returned they will be filed in the U. S. Patent Office.

Upon the filing of an application, an examination will be made by the Patent Office, and if no serious objection is found to the same, the mark will be published *once* in the "Official Gazette," whereupon anyone who believes he would be damaged by the registration of the mark may oppose the issuance of the certificate; otherwise, after a period of thirty days, the application will be formally allowed.

Whenever two or more applications are made on marks, which marks are substantially identical and are appropriated to goods of the same descriptive properties, or whenever an application is made for the registration of a trade-mark which conflicts with a known or registered trade-mark, an interference will be declared to exist in order to determine who has the prior right. The proceedings in such cases follow closely the practice adopted in patent interference matters. (See section 19.)

Appeals may be taken from the action of the Examiner in charge of trade-marks, or the decision of the Examiner of Interferences, to the Commissioner of Patents; and, if dissatisfied with his decision, an appeal may be taken to the Court of Appeals of the District of Columbia. The Government fee for the appeal to the Commissioner is $15. The cost of the appeal to the court is considerably more, and can be only approximately stated in advance.

The entire expense of securing the registration of a trade-mark through this office, exclusive of opposition and interference proceedings and appeals, whenever such arise, is $35. This includes the fee for the examination made in the Patent Office prior to filing application.

The certificate of registration remains in force for twenty years, and may be, from time to time, renewed for like periods of twenty years.

The registration of a trade-mark is *prima facie* evidence of ownership. If infringed, the court in entering judgment, may give the plaintiff three times the amount found by verdict as actual damages. The injunction obtained may be served on the defendant anywhere in the United States.

It is the duty of the registrant to give notice to the public that his trade-mark is registered, by affixing thereon either the words "Registered in U. S. Patent Office," or the abbreviation, "Reg. U. S. Pat. Off."

☞ *When the foreign trade in the goods covered by the mark is considerable, precaution should be taken to register the mark in foreign countries, in order to avoid*

See references on last pages.

the counterfeiting of it by foreign merchants. The cost of registration is given in section 43, pages 38, 39 and 40, of this pamphlet.

(28) PRINTS AND LABELS.

THE authority to register prints and labels pertaining or applied to articles of manufacture and commerce is conferred upon the Commissioner of Patents under the copyright law. The protection afforded is similar to that given to copyrights entered with the Register of Copyrights in the office of the Librarian of Congress, but the distinction resides in the fact that the print or label to be registered in the U. S. Patent Office must be associated with an article of manufacture *not connected with the fine arts.* The real difference between a print and label is that a print is not applied to the article manufactured, but is a mere advertisement thereof, while a label is applied directly to the article and is descriptive of the same.

The whole expense of obtaining registration of a print or label through this office is $20, which includes the Government fee; and, in the event of refusal of registration by the Patent Office, $6 of the fee will be returned. Twelve printed copies of the print or label are required. Each print or label should bear the inscription "Copyrighted 19.... by ....." The name of the proprietor or applicant for the protection should be printed in the blank space.

The registration of a print or label continues in force for twenty-eight years, and may be renewed for fourteen additional years.

(29) OPINIONS AS TO INFRINGEMENT, SCOPE AND VALIDITY OF PATENTS.

A PATENT for a machine or manufacture is infringed by one who, without ownership or license, makes, uses, or sells a single specimen of the thing covered by *any* claim of the patent. Though only one claim of a patent is infringed, the infringer is liable, as the rule is that each claim of a patent covers a complete invention.

While it often happens that a person actually infringes the claims of a patent, and is thereby liable in an action for damages, yet it is more frequently the fact that a party claiming infringement of his patent does so either as an intimidation of a competitor, or in ignorance of what is actually covered by the patent. In the case of both, they should seek the opinion of a competent patent lawyer with reference to the existence or non-existence of the infringement, before entering suit against an alleged infringer, or before giving any consideration to a notice of infringement, or threat of a suit.

To determine whether a device or machine is an in-

See references on last pages.

fringement of a patent, or whether infringement exists between two or more patents, always calls for the exercise of the closest scrutiny and most careful judgment, both with respect to matters of law and fact. It requires the most skillful treatment by a thoroughly equipped patent lawyer and a careful and extensive expert examination of prior patents and records, involving the expenditure of much time and labor. The only definite information that can be given with reference to charges is that the cost of an examination, with a written opinion on the question of infringement, will vary from $25 to $500. Upon request, this office will always advise a client about the fee before undertaking the work.

It is in harmony with good practice to recommend to persons contemplating the purchase of a patent to first ascertain if the same is free from infringement, and whether or not the patent is valid and properly covers the invention. The reason for this is obvious. Patents involve property rights just as much as real estate, and the same care and caution usually exercised in the purchase of real property should also prevail in purchasing patents. An intending purchaser of real estate never buys until the title thereto has been thoroughly investigated, and business caution dictates that the same practice should be followed by those who purchase patents. Many a man has purchased a lawsuit when he put his money in a patent without making a proper investigation.

(30) ABSTRACT OF TITLE.

BEFORE a patent is purchased, after its scope, validity, and freedom from infringement have been passed upon, intending purchasers should procure an abstract of title from the Patent Office, and have the title examined and passed upon by an expert. The cost of such an examination is usually $5, unless the title is an involved one. This office can, in most instances, send an abstract of title, certified by the Commissioner of Patents, for this amount; but where a large number of assignments have been filed, the charge will be increased. The abstract will give a digest of all the assignments recorded against the patent in the U. S. Patent Office.

(31) LEGAL SERVICE.

LEGAL advice will at all times be furnished by Mr. Siggers for reasonable fees, and whenever it does not involve an investigation of the Patent Office or the decisions of the courts, he is prepared to give his clients service in this direction at a nominal cost, though he cannot submit opinions as to infringement and the scope of patents without the usual fee (see section 29). Licenses, contracts, and agreements are drawn up, as well as all papers connected with the purchase or sale of patents. His legal practice, while confined to patents,

See references on last pages.

trade-marks, and copyrights exclusively, includes every branch of the business, and he is always ready to defend or prosecute suits for infringement. Infringement suits are never taken with the fee contingent on success. A retainer is always called for, and a per diem charge made. The charges are from $25 to $50 per day, as in interference contests. (Section 19.)

(32) INFRINGEMENT NOT CONSIDERED BY THE PATENT OFFICE.

THE issuance of a patent does not mean that there is *no infringement* of prior patents. There is no presumption that a later patent does not infringe an earlier one. It not infrequently happens that some improvement on an older device exhibits patentable novelty, but cannot be put in practice without infringement of the original device which it has improved. The Federal courts alone have jurisdiction over the question of infringement, and the Patent Office never passes on it when allowing a patent. The Patent Office decides which of two or more inventors claiming the same device is the prior inventor, by means of what is known as an interference proceeding (see section 19), but the Patent Office has no jurisdiction over infringements. It deals solely with the questions of novelty, utility, and patentability.

(33) REISSUES.

THE practice of the Patent Office has been so molded by decisions of the Supreme Court of the United States that it is always difficult to procure a reissue of a patent. The purpose of a reissue is to amend a patent and correct some defect therein, principally in its claims, without introducing new features of construction. It can never cover a different invention from that embraced in the original patent. It can never enlarge the claim unless the reissue is applied for promptly after the issuance of the original patent, or within two years from the date thereof. To restrict a claim or cure any minor defect, it may be applied for at any time. The cost of procuring a reissue of a patent is $90 up. The grant of the reissue does not extend the term of the original patent.

(34) REJECTED CASES.

A PATENT is frequently refused by the Patent Office when, by proper management, or by an appeal, it might have been allowed. This is especially the case when the papers have been prepared by an unskilled person, or when the attorney is incapable or has been negligent. Mr. Siggers has made a specialty of rejected cases, and frequently succeeds in obtaining patents after others have failed. The fee for attending to such cases is from $35 to $150, according to the amount of labor involved. He always calls for a retainer of $5 to $15 in advance

See references on last pages.

for examining the papers, ordering copies of patents, etc.

Write this office about your rejected case, inclosing any Patent Office letters you may have received, and, at the same time, remit $5. A power of attorney will be sent for your signature, and, when this is filed, access may be had to your application. The exact conditions will then be fully and frankly revealed to you, and advice given as to the chances of success, and as to charges made for completing the prosecution of the application. If this office advises further proceedings, it is more than possible that, after due prosecution, the allowance of the patent may be secured. A case is never accepted for prosecution unless there is a fair chance of success, as Mr. Siggers wishes to give value received in all business transactions.

(35) NO CAVEATS FILED.

IT is no longer possible to file a caveat in the U. S. Patent Office, containing a drawing and description of an incomplete invention, as the caveat law has been repealed. In view thereof, inventors must make prompt applications for patents on their inventions, whether complete or not. It is not advisable to defer filing an application until the invention is completed. It is better to put in an application covering the principle of the invention as soon as possible, and then, after completing the invention, to file a second application on the improvements. The filing of an application is evidence of constructive reduction to practice, which will prevail as against delayed actual reduction to practice, viz, the construction of a full-sized sample or machine. There have been many interference controversies won by the diligent inventor as against the dilatory one, and the inventor who first files his application has an incalculable advantage in the event of a contest, for he is considered the first inventor in the absence of proof to the contrary.

(36) COPYRIGHTS.

THE new copyright law, which has been in force since July 1, 1909, is a broad and comprehensive measure, the general effect of which is to add force to the copyright and dignity to the copyright office. The powers thereof have been widely extended through the fixing of penalties for non-compliance with its provisions, and the inclusion of new subject-matter for copyright protection which, under the old law, could not be protected. It is not too much to say that a copyright proprietor is made more secure in his rights, and can protect himself through the courts at less expense than the owner of a patent, for it is provided that any person "who wilfully and for profit shall infringe any copyright, or who shall knowingly and wilfully aid or abet such infringement, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by imprisonment for not exceed-

See references on last pages.

ing one year, or by a fine of not less than one hundred dollars nor more than one thousand dollars, or both, in the discretion of the court."

The copyright law now embraces *all the writings of an author,* including books, composite and cyclopædic works, directories, gazetteers, newspapers, periodicals, lectures, sermons and addresses prepared for oral delivery, dramatic or dramatico-musical compositions, musical compositions, maps, works of art, reproductions of a work of art, drawings or plastic works of a scientific or technical character, photographs, prints and pictorial illustrations.

The first step to be taken by an author or proprietor seeking protection for any article set forth in the preceding paragraph, *which is reproduced for sale,* is to print and publish the work with the notice of copyright affixed thereto, and then send to Mr. Siggers *two* complete copies of the work with $6, which is the *entire* cost of the copyright application.

When the subject-matter for copyright protection is *not to be reproduced for sale,* send to Mr. Siggers *one* complete copy of the lecture, address, sermon, dramatic or musical composition, or a print of the photograph, or a photograph or other reproduction of the work of art or plastic work or drawing, together with the fee of $6.

The notice of copyright may consist either of the word "Copyright," or the abbreviation "Copr.," accompanied by the name of the copyright proprietor; but if the subject be a *printed* literary, musical or dramatic work, there should be added the year in which the publication was made. In the case of maps, works of art, drawings, photographs, prints, and pictorial illustrations, the notice may consist of the letter "C" enclosed within a circle, accompanied by the initials, monogram, mark, or symbol of the proprietor.

When the subject is a book, the application must be accompanied by an affidavit in prescribed form, showing the American manufacture of the book.

Upon the filing of a formal application and the payment of the necessary fee, a certificate is issued by the Register of Copyrights which shall endure for twenty-eight years from the date of the first publication. A renewal for a second term of twenty-eight years will be granted, if applied for within one year from the expiration of the original term.

Copyrights may be assigned or mortgaged. The assignment must be recorded at the copyright office within three months from its date of execution. The charge for preparing and recording an assignment is $5.

An examination of the records of the copyright office may be made to determine if a given title or a certain article has been registered there, but these searches are rarely made, as the expense thereof would exceed the cost of a copyright application.

See references on last pages.

Copyrights cannot be registered upon trade-marks or trade-names, nor upon the names of companies, or articles, nor upon an idea or device, or business scheme, nor upon prints or labels intended to be used for an article of manufacture. Protection should be sought at the Patent Office, under the patent, trade-mark and label and print laws.

The fine arts for copyright purposes include only painting and sculpture. New designs of table-ware, furniture, wallpaper, carpet, etc., should be protected under the design patent law. (See section 21.)

The copyright secures to the author or proprietor the *exclusive* right to print, publish, copy, and sell the copyrighted work; to translate it into other languages or dialects, or make any other version thereof if it be a literary work; to dramatize it if it be a non-dramatic work; to convert it into a novel if it be a drama; to arrange or adapt it if it be a musical work; to complete it if it be a model or design for a work of art; to deliver or authorize its delivery if it be a lecture, sermon, or address; to perform or represent it publicly if it be a drama; to perform it publicly for profit or make any mechanical reproduction of it if it be a musical composition.

In the case of composite works or periodicals, the copyright gives to the proprietor all the rights in respect thereto, which he would have if each part were individually copyrighted.

☞When it is desired to extend the protection by copyright to foreign countries, direct application should be made. Mr. Siggers can attend to the matter.

(37) PROTECTION IN THE PHILIPPINES AND PORTO RICO.

OWNERS of patents which have been issued, or which may hereafter be issued, and owners of trade-marks, prints, labels, and copyrights, duly registered in the United States Patent Office, and in the office of the Librarian of Congress, may receive in the Philippine Islands and Porto Rico the same protection as is accorded them in the United States, by having their patents, trade-marks, prints, labels, and copyrights registered in the said colonies at an expense of $5 each. To obtain the desired protection, all that is required is the necessary remittance, $5, and a statement giving the number of the patent, or the data of the trade-mark, print, label, or copyright desired to be registered, when the proper paper will be prepared and sent for signature. Registration is usually effected within two or three months.

☞As Hawaii is a properly organized Territory of the United States, such registration is not required there.

See references on last pages.

(38) STATE LAWS CONCERNING PATENTS.

THE right of a State or municipality to place restrictions upon the manner in which patents should be assigned and sold has recently been brought squarely before the United States Supreme Court, with the result that this question may be regarded as settled affirmatively. A brief history of the litigation follows:

The State of Kansas passed a law declaring that it shall be unlawful for any person to sell any patent right without first filing with the clerk of the district court of such county a copy of the letters patent, duly authenticated, and at the same time swearing to an affidavit before such clerk that such letters patent are genuine and have not been revoked or annulled, and that he has full authority to sell the right so patented. A further provision was made that any person who may take any note or obligation in writing, of which any patent right shall form a whole or any part of the consideration, shall, before it is signed by the maker, insert in the body of said note or obligation the words, "Given for a patent right." The Supreme Court of Kansas upheld the statute on the ground that it is simply a reasonable and proper exercise of the police power of the State for the protection of the people against imposition and fraud.

In Indiana, Ohio, Pennsylvania, New York, Arkansas, and Tennessee, the validity of similar statutes has been upheld, while the courts of Illinois, Michigan, Nebraska, and Wisconsin, having like questions before them, have held the statutes void.

The Kansas case was appealed to the United States Supreme Court, and that tribunal sustained the validity of the statute, holding that "it was within the powers of the State to enact such statute." See Allen *vs.* Riley, 203 U. S. 347.

As to the property protected by patent, whether it be an article, or a machine, or a composition of matter, it has also been determined by the same high authority that the use of such property is subject to the control of the several States to the same extent as any other species of property. See Patterson *vs.* Kentucky, 97 U. S. 501, and Webber *vs.* Virginia, 103 U. S. 344.

In the latest Supreme Court case on this subject, Bement & Sons *vs.* National Harrow Company, 186 U. S. 70, the court held: "That under certain circumstances the sale of patented articles may be controlled within the several States by a legitimate exercise of their powers over their purely domestic affairs, whether of internal commerce or police regulation, and that this is not an interference with the right conferred by the patent."

See references on last pages.

(39) BUYING AND SELLING PATENTS.

MR. SIGGERS confines his business strictly to the subjects mentioned in this pamphlet. By giving his time exclusively to procuring patents, and to causes in court involving patent law, he can reasonably claim to do better work than if he conducted side speculation in selling, buying, or promoting patents.

(40) ADVICE ABOUT SELLING PATENTS.

FOR the benefit of many inquirers, Mr. Siggers submits below a few hints which may be useful:

First—Have a substantial model made to show your invention in its best light. Do not employ a stranger in a distant city to make your model, but have it constructed under your supervision.

Second—In all cases where an invention can be advantageously represented by engravings, they should be made, to be used on bill heads, letters, and circulars.

Third—If you have a chance to sell a town right or shop right, do so, no matter if you get little or nothing for it. The purchaser of this town or shop right may, by his industry and good judgment in showing the merits of the invention, pave the way for your future success.

Fourth—It is well known that many inventors have made money by peddling farm, county, state, and shop rights; and if an inventor does not wish to undertake the manufacture of his invention, this is a good course to pursue in certain lines of invention.

Fifth—The license and royalty plan is often the most profitable method of selling patents. This, in effect, involves a contract between a patentee and manufacturer by which the latter, in consideration of a license to manufacture the article, agrees to pay the patentee a specified sum for each article made or sold, and warrants to sell a certain number each year. These license agreements should be prepared with great care to prevent the interests of the inventor being frittered away, and the patent tied up throughout its term. (See section 13.)

Upon request, clients only are furnished with a list of manufacturers in any line of industry, and such lists may be used either to correspond with the manufacturers, or, which is preferable, to visit them personally with a model of the invention and a copy of the patent.

Do not make the mistake of supposing that a patent is a fortune in itself, though one would naturally reach this conclusion from reading the misleading circular matter of certain so-called attorneys. Success with a patent will, like success with a farm, a factory, or gold mine, depend on management, good judgment, and taking advantage of every opportunity presented. Do not depend on others to help you sell your patent. Men who have made a success with patents have never had dealings with patent sales agents.

See references on last pages.

(41) FACTS TO BE REMEMBERED.

1. If you write in the interest of some inventor, give his name and furnish proper authority from him, for this office will not give you the information without it.

2. Remember that all business is strictly confidential, and that one client cannot be told about another client's business without written authority from the latter.

3. As soon as the case is filed in the Patent Office, the applicant is protected against the grant, without his knowledge, of a patent for the same thing to another person.

4. Citizens, aliens, women, minors, and the administrators of estates of deceased inventors, as well as the legal representatives of insane inventors, may obtain patents. There is no distinction in charges as to persons.

5. It is not necessary to work a United States patent, within any specified period, in order to maintain its validity. The patent is granted for seventeen years, and remains valid for that period, whether it is worked or allowed to sleep. The seventeen years' term of a patent cannot be extended, except by special act of Congress; and as a result no extensions of patents are granted.

6. Two or more persons may apply jointly for a patent if they are joint inventors. Where one person is the inventor and the other a partner, the patent must be applied for in the name of the inventor; but he may secure his partner in advance by executing a deed of conveyance, so drawn that the patent will be issued in both names. (See section 13.)

7. Remember to always put your name and address on your model. Models are frequently received which this office is unable to identify because of such negligence.

8. Postage and expressage must be prepaid, unless the inventor is unable to get the exact rate from his express agent, and in such case he should always send a remittance to cover any possible charge.

9. Inventors should never destroy models or sketches made during the development of their inventions. They become of prime importance in case interference controversies should arise. Fix the date on them. It is important to have evidence to establish the dates of conception and completion of the invention. (See section 19.)

10. POSITIVELY NO NEW MATTER CAN BE INTRODUCED INTO AN APPLICATION AFTER IT IS ONCE REGULARLY FILED. THE PATENT OFFICE WILL NOT PERMIT AMENDMENTS OF THIS CHARACTER TO BE INCORPORATED AT ANY STAGE OF THE PROCEEDINGS.

See references on last pages.

(42) DECISIONS IN LEADING PATENT CASES.

IN the following digest is presented a carefully selected and verified list of decisions, including those rendered by the Supreme Court of the Untied States, the Circuit Courts of Appeals, the District Courts, some State Courts, and various Commissioners of Patents, all of which decisions enunciate well-settled and controlling principles of patent law. To make the digest useful as a ready reference, the decisions are classified according to their respective subjects:

Relating to the Patent Grant.

A pioneer patent is one covering a function never before performed, a wholly novel device, or one of such novelty and importance as to make a distinct step in the progress of the art as distinguished from a mere improvement or perfection of what had gone before.—Autopiano Co. *vs.* Amphion Piano Player Co., 186 F. 159.

Letters patent are *prima facie* evidence of the validity of the patent.—Carty *vs.* Kellogg, C. D., 1895.

Patent rights are co-extensive with the United States, and are not subject to seizure and sale on execution. The trustee of the estate of a bankrupt becomes vested by operation of law with the title to the patent rights, copyrights, and trade-marks of the bankrupt under Section 5046 of the Revised Statutes.—Stevens *vs.* Gladding, 17 How. 447.

An invention disclosed, but not claimed in a patent, cannot be covered by a new application for an original patent or for a reissue, filed long after the issue of the patent which thus discloses without claiming, but is dedicated to the public.—Miller *et al. vs.* Eagle Mfg. Co., C. D., 1894, p. 147.

A patent is a monopoly recognized by the Constitution, and an owner of a patent has the right to sell it or to keep it, to manufacture the article himself or to license others to manufacture it, to sell such article himself or to authorize others to sell it, and he is not bound to use his discovery himself nor to permit others to use it.—E. Bement & Sons *vs.* The National Harrow Co., U. S. Supreme Court, 101 O. G., 887.

Patentability of Inventions.

The application of an old device to a new purpose simply analogous to its old purpose is mere double use.—Solvay Process Co. *vs.* Michigan Alkali Co., 90 F. R., 818; Adams Elec. Ry. Co. *vs.* Lindell Ry. Co., 77 F. R., 432.

Curvatures and angles become of importance in plowshares, water wheels, rotary pumps, engines and blowers, and generally in all cases when, by a change of form, a new and useful result is produced.—Wagner, *ex parte*, C. D., 1869, p. 41.

Where the novelty of an invention resides in the particular form adopted, it is not negatived by prior struc-

See references on last pages.

tures in another art not capable of doing its work nor designed nor adapted to do the same work.—U. S. Supreme Court, Topliff *vs.* Topliff, *et al.*, 1892, C. D., 402, Knickerbocker Co. *vs.* Rogers *et al.*, C. D., 1894, 337.

A combination of old elements producing a new and useful result is patentable. U. S. Printing Co. *vs* American Playing Card Co., 72 O. G., 1499; Webster Loom Co. *vs.* Higgins, 105 U. S., 580; American Tobacco Co. *vs.* Streat, 83 F. R., 700; Clisby *vs.* Reese 88. F. R., 645.

An assemblage of old elements conserving no new and useful result is not a patentable combination.—U. S. Supreme Court, Palmer *vs.* Corning, 70 O. G., 1497.

Mere change of form and proportion where no new result or advantage is produced is not patentable.—Taws & Hartman *vs.* Laughlins & Co., 73 O. G., 287.

Simplicity in change of construction does not negative patentablility where a new and beneficial result is involved.—American Cable Railway Co. *vs.* Mayor of City of New York, C. D., 1893, 468.

The mere substitution of one material for another is not invention.—Grayson & Crecelius, C. D., 1894, 100; Hicks *vs.* Kelsey, 18 Wall., 670.

It was never the object of the patent laws to grant a monopoly for every trifling device, every shadow or shade of an idea which would naturally and spontaneously occur to any skilled mechanic or operator in the ordinary progress of manufacture. Any adaptation to a special emergency which a competent person can make, by the aid of accumulated knowledge and past experience, is an exercise of mere mechanical skill not amounting to the dignity of invention.—Atlantic Works *vs.* Brady, 107 U. S., 192.

The line between invention and mechanical skill is often an exceedingly difficult one to draw; but the application of an old device to a use which is new only in the particular machine to which it is applied, is nothing more than would be suggested to an intelligent mechanic who had before him the anticipating references.—Mast, Foos & Co., *vs.* Stover Mfg. Co., U. S. Supreme Court, 91 O. G., 1239.

Held, that the changes in the prior devices to adapt them to perform the wholly different function of the patented machine was a minor part of the work involved, the invention consisting rather in the idea that such change could be made than in making the necessary mechanical alterations.—Hobbs *et al. vs.* Beach, U. S. Supreme Court, 94 O. G., 2357.

Discoveries and Theoretical Inventions.

A mere discovery of a new principle, force, or law, operating, or which can be made to operate, on matter, will not entitle the discoverer to a patent. It is only

See references on last pages.

where the explorer has gone beyond the mere domain of discovery, and has laid hold on the new principle, force, or law, and connected it with some particular medium, or mechanical contrivance, by which, or through which, it acts on the material world, that he can secure the exclusive control of it under the Patent Act. It is then an invention, although it embraces a discovery.—Morton *vs.* Infirmary, 5 Blatch., 116.

Perpetual motion devices will not be patented.—Smith, W. L., *ex parte,* C. D., 1873, p 139.

It is not necessary that a patentee understand or be able to state the scientific principles underlying his invention, and it is immaterial whether he can stand a successful examination as to the speculative ideas involved.—Diamond Rubber Co. of New York, *vs.* Consolidated Rubber Tire Co., 166 O. G. 251.

Design Patents.

In determining whether a design patent is infringed, the test is whether there is a substantial similarity in appearance, not to the eye of an expert, but to that of the ordinary observer, giving such attention as would ordinarily be given by a purchaser of the article bearing the design.—Ripley *vs.* Elson Glass Co., C. D., 1892, 467; Byram *vs.* Friedberger, 87 F. R., 559; Smith *et al. vs.* Whitman Saddle Co., C. D., 1893, 324.

Trade-Marks.

The exclusive right to the use of a mark or device claimed as a trade-mark is founded on priority of appropriation, and it must appear that the claimant was the first to use or employ it on like articles of manufacture. —Columbia Mill Co. *vs.* Alcorn, 150 U. S., 460.

Trade-marks based on misrepresentation and deceit, and especially such as are intended to deceive and defraud the public in the purchase of articles, in the belief that they are valuable when they are deleterious, will not be protected by the courts.—Improved Fig Syrup Co. *vs.* California Fig Syrup Co., 7 U. S. App., 588 (9th Cir.).

The law of unfair competition is that when a mark, name, or phrase has been so used by a person in connection with his business on articles of merchandise as to become identified therewith and indicate to the public that such articles emanate from him, the law will prohibit others from so using it as to lead purchasers to believe that the articles they sell are his, or as to obtain the benefit of the market he has built up thereunder.—Fuller *vs.* Huff *et al.,* U. S. C. C. of A., 92 O. G., 1620.

Assignments and Licenses.

It is the practice of the Office to refrain from settling the private rights of an applicant and an alleged assignee, as they should be determined by a court of equity outside the Patent Office.—*In re* Macphail, 89 O. G., 521.

See references on last pages.

A patent right, like any other personal property, is understood by Congress to vest in the executors and administrators of the patentee, if he dies without having assigned it.—Shaw Relief Valve Co. *vs.* City of New Bedford, 19 Fed. Rep., 758.

A patentee who assigns his patent cannot, when sued for infringement, contest the validity thereof.—Babcock *et al. vs.* Clarkson *et al.*, 1894, C. D., 689; Martin & Hill Cash Carrier Co. *vs.* Martin, 1895, C. D., 503; Griffith *vs.* Shaw, 89 Fed. Rep., 313.

An oral agreement for the sale and assignment of the right to obtain a patent may be specifically enforced in equity upon sufficient proof thereof.—United States Supreme Court, Dalzell *et al. vs.* Dueber Watch Case Mfg. Co., C. D., 1893, 357.

Although an assignment of patent is not recorded within three months from its date of execution it is binding on the assignor, and he cannot sell the patent again.—*Ex parte* Waters, Com. Dec., 1869. p. 42.

One who buys patented articles of manufacture from an assignee for certain territory becomes possessed of an absolute property in such articles unrestricted in time or place and may sell or use them outside the territory.—U. S. Supreme Court, Keller *et al. vs.* Standard Folding Bed Co., 71 O. G. 451.

A territorial grantee cannot be restrained from advertising and selling within his territory, simply because the purchasers may take the patented article outside of the vendor's territory.—Hatch *vs.* Hall, 22 Fed. Rep., 438.

A "shop right" is a personal license and is not assignable and expires with the original owner.—Gibbs *vs.* Hoefner, 19 Fed. Rep., 323.

An absolute and unconditional sale operates to pass the patented thing outside the boundaries of the patent, because such a sale implies that the patentee consents that the purchaser may use the machine so long as its identity is preserved.—Henry *et al. vs.* Dick, 176 O. G. 751.

An agreement to assign future patents, in consideration of the assignee's paying the expenses of taking them out, is broken by his refusal to pay for and take out a particular patent when requested, and a subsequent assignment to another conveys a perfect title.—Buck *vs.* Timony, 78 Fed. Rep., 487.

Where a party does license, grant, and convey any invention which he may hereafter make, this gives only an equitable right to have an assignment made, and this right may be defeated by assignment of the patent to a purchaser for value, without notice of this equity.—Regan Vapor Engine Co. *vs.* Pacific Gas Engine Co. (9th Cir.), 7 U. S. App., 73.

A license is not forfeitable for non-payment of royalties in the absence of express provision to that effect.—Wag-

See references on last pages.

ner Typewriter Co. *vs.* Watkins, 84 Fed. Rep., 57. (1898).

That a patentee may effectually restrict the time, place or manner of using a patented machine, so that a prohibited use will constitute an infringement of the patent, is fully conceded.—Henry *vs.* A. B. Dick Co., 176 O. G. 751.

INVENTORSHIP AND OWNERSHIP.

To constitute two persons joint inventors, it is not necessary that exactly the same idea should have occurred to each at the same time, and that they should work out together the embodiment of this idea in a perfected machine. Such a coincidence of ideas would scarcely ever occur to two persons at the same time. If an idea is suggested to one, and he even goes so far as to construct a machine embodying this idea, but it is not a complete working machine, and another person takes hold of it, and by their joint labors, one suggesting one thing and the other another, a perfect machine is made, a joint patent may properly issue to them. If, upon the other hand, one person invents a distinct part of a machine, and another person invents another distinct and independent part of the same machine, then each should obtain a patent for his own invention.—Worden *vs.* Fisher, 11 Fed. Rep., 505.

Where A suggests the idea of an invention to B, but gives no explanation of the means by which such idea may be carried into effect, B is the lawful inventor if he embodies the idea in practical shape.—Forgie *vs.* Oil Well Supply Co., C. D., 1894, 352.

Where an inventor had forgotten an invention, or had laid it aside as worthless, he has the right to take it up again and proceed as if he had then first made the discovery, so long as its abandonment was unknown to the public, and no one in the meantime had supplanted him by applying for a patent.—Western Electric Co. *vs.* Sperry Electric Co., C. D., 1893, 573.

The grant of patent to an originator of a complete and successful invention cannot be avoided by proof of any number of incomplete and imperfect experiments made by others at an earlier date. This is true, though the experimenters may have had the idea of the invention, and may have made partially successful efforts to embody it in a practical form.—Am. Wood Paper Co. *vs.* Fibre Disintegrating Co., 23 Wall., 566.

The exercise of the entire monopoly conferred by a patent can be effected only by the joint or concurrent action of all owners; but the use of the invention by one of the co-owners or by his licensees is not an exercise of such entire monopoly and is not an appropriation of anything which belongs to another. There can be no accountability on the part of a part owner of an invention to other owners for profits made by the exercise of

See references on last pages.

his individual right, whether it be by engaging in the manufacture and sale, or by granting to others licenses, or by assigning interests in the patent.—Blackledge *vs.* Weir & Craig Mfg. Co., U. S. C. C. of A., 95 O. G., 1853.

Status of Employer and Employee.

When a man has conceived the main idea of an invention, and employs another to embody it, the product will be the invention of the former, though the latter may furnish hints, suggestions, and decided improvements, unless the changes made by the latter amount to a new and complete invention.—Hayes *vs.* Hopkins, C. D., 1892, p. 175; Jordan *vs.* Agawam Co., 7 Wall., 583.

As between an employer and employee, not specially employed to embody the invention of the former, there is no presumption of originality in favor of the employer. —Solomon *vs.* United States, 137 U. S., 342.

An employer acquires a shop-right or an equitable license to use and sell in the line of his business the invention of an employee who, during the course of his employment, uses the tools and workshop of his employer to experiment with and perfect his invention.—U. S. Supreme Court, Lane & Bodley Co. *vs.* Locke, C. D., 1893, 639.

If an employee makes an invention and permits his employer to use it before making application for a patent without demanding any compensation, a license to continue the use may be implied.—McClurg *vs.* Kingsland, 1 How., 202; Chabot *vs.* Buttonhole Co., 6 Fish., 71.

In the absence of an express agreement, a company or manufacturing corporation is not entitled to the conveyance of patents obtained by a skilled employee, even though such employee is employed for a stated compensation to take charge of the works and devote his time and services to devising and improving the manufactured articles.—U. S. Supreme Court, Dalzell *et al. vs.* Dueber Watch Case Mfg. Co., C. D., 1893, 357.

Infringement.

The rule is that each claim of a patent covers a complete invention, and is in substance an independent patent. Twentieth Century Heating & Lighting Co. *vs.* Taplin, Rice-Clerkin Co., 181 F. 96.

Anything infringes a patent if it infringes any claim of a patent, and patents sometimes have many claims, so that each claim is to be considered by itself on this question of infringement. And each claim stands by itself on this question; it receives no help or assistance from any other claim, except that sometimes it is to be inferred that a claim should not have a certain meaning (*i. e.*, construction) given to it because some other claim in the same patent has that meaning, or because such a meaning is inconsistent with the clearly expressed meaning of

See references on last pages.

some other claim. A claim is always to be understood in connection with, and to be explained by, what the descriptive part of the specification (in connection with the drawings, if any) says about the parts, steps, or ingredients that are specified in the claim.—Fuller *vs.* Yentzer, 94 United States, 288.

A device is none the less an infringement because it contains an improvement upon the patented invention.—Robbins *et al. vs.* Dueber Watch Case Mfg. Co., C. D., 1896, 202.

Making for one's own use is as wrongful as making for sale, and making without either using or selling is infringement.—Bloomer *vs.* Gilpin, 4 Fish., P. C., 50.

A preliminary injunction will ordinarly be granted to restrain the infringement of a patent when the validity of the patent has been previously affirmed by a court, or is to be presumed by a long-continued public acquiescence, and when the title and infringement are clear.—Standard Elevator Co. *vs.* Crane Elevator Co., C. D., 1893, 432, and S. S. White Dental Mfg. Co. *vs.* Johnson *et al.*, C. D., 1893, 430.

State courts have no jurisdiction of suits for infringement, but are not barred out when patents come in collaterally, as for instance when the dispute is confined to the ownership of the patent.—Goodyear *vs.* The Union Rubber Co., 4 Blatch., 63.

One who makes and sells one element of a patented combination with intent to bring about its use in that combination is guilty of contributory infringement, and is equally liable with him who in fact organizes the complete combination.—Thomson-Houston Electric Co. *vs.* Ohio Brass Co. (C. C. A.), 80 Fed. Rep., 712.

The absence from an alleged infringing device of a single essential element of the combination claimed prevents infringement.—Adams Electric Ry. Co. *vs.* Lindell Ry. Co., 77 Fed. Rep., 432; P. H. Murphy Mfg. Co. *vs.* Excelsior Car Roof Co., 76 Fed. Rep., 227.

Officers or agents of the United States, although acting under orders of the United States, are personally liable for their own infringement of a patent.—Belknap *vs.* Schild (U. S. Supreme Court), 161 U. S., 10.

A purchaser of a patented machine consisting of several distinct parts may repair a part broken or worn out if the machine as a whole retains its identity, and what is done does not amount to reconstruction; but he has no right under the guise of repairs to make a new machine.—Shickle, Harrison & Howard Iron Co. *vs.* St. Louis Car Coupler Co., 77 Fed. Rep., 739.

While the owner of a patent may lawfully warn others against infringement, and by means of circulars or letters distributed among agents and customers of a manufacturer of goods claimed to infringe, give notice of his rights as he understands them and of his intention to

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enforce them by suits when done in good faith, the sending of such notices and circulars in bad faith and without any intention of bringing the suits therein threatened, but solely for the purpose of destroying the business of such manufacturer, constitutes a fraudulent invasion of property rights, against which the party injured is entitled to relief in equity by injunction.—Farquhar Co. *vs.* National Harrow Co., 93 O. G., 192.

It is not within the rightful power of the courts to enlarge or restrict the scope of patents which, by mistake, were issued in terms too narrow or too broad to cover the invention, however manifest the fact and extent of the mistake may be shown to have been.—The U. S. Repair and Guaranty Co. *vs.* The Assyrian Asphalt Co., 98 O. G., 582.

In patent nomenclature what the infringer makes is "profits" and what the owner of the patent loses by such infringement is "damages." Diamond Stone-Sawing Machine Co. of New York *vs.* Brown *et al.* 166 F. 306.

A patent is a contract and it must be interpreted by the same rules of construction as other contracts. The intention of the parties should be deduced from the entire contract, not from any part of it, or without any part of it. The specification which is a part of the same application as are the claims, must be read and interpreted with them, not for the purpose of contracting or of expanding the claims, but to ascertain from the entire agreement the actual intention of the parties, and that intention when ascertained should prevail.—Century Electric Co. *vs.* Westinghouse Electric & Mfg. Co., 191 F. 350.

Reissue Patents.

A reissue patent on broadened claims may be obtained if applied for without delay after the discovery that a mistake has been made and before the rights of third parties have intervened; but such a patent will not be granted to broaden claims of the original patent, unless it appears that such claims are indicated in the original application, that they constituted a part of the original invention, and were sought and intended to be covered by the original patent.—U. S. Supreme Court in Corbin Cabinet Lock Co. *vs.* Eagle Lock Co., C. D., 1893, 612, and in Topliff *vs.* Topliff *et al.*, C. D., 1892, 402.

Marking Patented Articles.

The manufacturer of a patented article can continue to affix to it the word "Patented" and the date, even after the patent has expired, without liability, under Section 4901.—Wilson *vs.* Singer Mfg. Co., 9 Biss., 172.

Marking unpatented articles "Patented," with intention to deceive the public, renders the party liable to a penalty under Section 4901 of the Revised Statutes.—Hotchkiss *vs.* Samuel Cupples Woodenware Co., C. D., 1893, 386.

See references on last pages.

(43) FOREIGN PATENTS AND TRADE-MARKS.

FOREIGN patents may be obtained without impairing the validity or shortening the term of the corresponding United States patent. *The inventor may proceed at once, on filing his application for the United States patent, to secure patents in foreign countries, and not wait for his patent to issue in this country.* In some foreign countries the issuance of the United States patent either shortens the term of the foreign patent, or makes it impossible to obtain valid protection. In those foreign countries which are members of the International Convention, the applications for the patents must be made within one year from the date of the United States application. *Prompt application for foreign patents is peculiarly advisable when the inventor intends to exploit his invention in this country while his United States application is pending.* As a rule, foreign patents are granted without limitation as to claims. The question of validity, when raised, is determined by the courts. If an invention is patentable in the United States, it is presumably patentable in most countries. This is, however, not true of such countries as Germany, Austria and Russia, in which the practice is more rigid than in the United States.

As to the registration of trade-marks in foreign countries, it may be said that the terms and requirements are more liberal than for the grant of patents. In but one country—Bolivia—is an annual tax required to keep the registration in force.

GENERAL INSTRUCTIONS.

SELECT the country or countries in which you want a patent or patents or desire to register your mark, and remit $5 for each country named. This office will send you powers of attorney and application forms in the language of each country, with directions for signing the same. You should then return the papers, properly executed, with the balance for each country, according to the schedule of prices following, or, if you prefer, send the full amount in the first remittance. *The full amount must be paid before the application can be filed.*

The prices hereinafter given for foreign patents *relate to a simple invention,* usually one which in the United States patent, or application, is illustrated by a single sheet of drawings, and in which the specification does not exceed 1,000 words. If two sheets are required and the specification exceeds the minimum length, there will be an additional charge of $5 to $25 for each country, depending wholly upon the country selected and the length of the specification. The exact charges will always be stated upon application. *The figures given for trade-marks cover all cases.*

See references on last pages.

In most foreign countries it is necessary to work the patent. The working is frequently nominal to comply with the law and may be effected upon the payment of a certain charge. Yearly taxes are required on most foreign patents. It is the custom of this office to notify the clients when these requirements must be complied with.

CANADA—PATENTS, $35, Includes the Provinces of Ontario, Quebec, Nova Scotia, New Brunswick, British Columbia, Manitoba, Saskatchewan, Alberta and Prince Edward's Island, Yukon and Northwest Territories. Term, six years, extensible to twelve or eighteen years by payment of $20 at end of sixth year, and $20 at end of twelfth year. The law allows one year to import, and requires actual manufacture within two years unless license order is granted. Provisional protection, which can be applied for only *after* issuance of U. S. patent, $5. TRADE-MARKS, General—term perpetual—$50. Specific—term, twenty-five years—renewable, $45.

GREAT BRITAIN—PATENTS, $65. Covers England, Ireland, Scotland, Wales, and the Isle of Man. Term, fourteen years. Taxes after fourth year. Working within four years. Provisional protection at cost of $25, and the payment of $50 within six months thereafter completes the patent. TRADE-MARKS, $45—Term, fourteen years—renewable.

FRANCE AND COLONIES—PATENTS, $60. Term, fifteen years. Yearly tax. Patent must be worked within two years and every subsequent two years. TRADE-MARKS, $45—Term, fifteen years—renewable.

GERMANY AND COLONIES—PATENTS, $70. Term, fifteen years. Yearly tax. No working. TRADE-MARKS, $45—Term, ten years—renewable. GEBRAUCHSMUSTER, $35 for three years, and extensible for three years longer for $30.

BELGIUM—PATENTS, $45. Term, twenty years, but limited by earlier foreign patent. Must be worked in Belgium within a year of its working in any other country. Yearly tax. TRADE-MARKS, $40—Term, perpetual.

HOLLAND—PATENTS, $70. Term, fifteen years. Yearly tax. Patent must be worked in five years. TRADE-MARKS, $40—Term, twenty years—renewable.

AUSTRIA—PATENTS, $70. Term, fifteen years. Patent must be worked within three years and working must thereafter be effected annually. Yearly tax. TRADE-MARKS, $45—Term, ten years—renewable.

HUNGARY—PATENTS obtained and trade-marks registered in Austria do not cover this country. Terms and requirements same as Austria.

RUSSIA—PATENTS, $125. Term, fifteen years, limited by previous foreign patent. Must be worked within five years. Annual tax. TRADE-MARKS, $65—Term, ten years—renewable.

See references on last pages.

SWITZERLAND—PATENTS, $75. Term, fifteen years. Working before third year. Yearly tax. TRADE-MARKS, $40—Term, fifteen years—renewable.

ITALY AND COLONIES—PATENTS, $65. Term, fifteen years. Must be worked within three years. Yearly tax. TRADE-MARKS, $50—Term, perpetual.

SPAIN—PATENTS, $65. Term, twenty years. If foreign patent exists, patent will run for five years. Patent must be worked within three years. Annual tax. TRADE-MARKS, $50—Term, twenty years—renewable.

DENMARK—PATENTS, $65. Term, fifteen years. Working within three years and thereafter yearly. Annual tax. TRADE-MARKS, $45—Term, ten years—renewable.

NORWAY—PATENTS, $70. Term, fifteen years. Working must be proved within three years and not discontinued for a year thereafter. Annual tax. TRADE-MARKS, $50—Term, ten years—renewable.

SWEDEN—PATENTS, $70. Term, fifteen years. Annual tax. Working requirements same as Norway. TRADE-MARKS, $55—Term, ten years—renewable.

MEXICO—PATENTS, $90. Term, twenty years. No taxes; no working. Grant of license to others compulsory if invention is not worked within three years. TRADE-MARKS, $70—Term, twenty years—renewable.

ARGENTINE REPUBLIC—PATENTS are granted for five, ten and fifteen years, at a cost, respectively, of $120, $160 and $210. Working must be proven within two years. TRADE-MARKS, $90—Term, ten years—renewable.

BRAZIL—PATENTS, $140. Term, fifteen years. Annual tax. Working within three years. TRADE-MARKS, $75—Term, fifteen years—renewable.

CUBA—PATENTS, $120. Term, seventeen years. No taxes. No working. TRADE-MARKS, $60—Term, fifteen years—renewable.

AUSTRALIA, including the States of New South Wales, Victoria, Queensland, South Australia, West Australia, and Tasmania. COMMONWEALTH PATENT, $95—term, fourteen years. Provisional protection, nine months, $30. Completing application, after provisional, $75. Taxes at end of seventh year. Working requirements same as in England. TRADE-MARKS, $65—Term, fourteen years—renewable.

NEW ZEALAND—PATENTS, $60. Term, fourteen years. Provisional protection, nine months, $25. Completing application after provisional, $50. Taxes before fifth and seventh years. TRADE-MARKS, $50—Term, fourteen years—renewable.

JAPAN—PATENTS, $125. Term, fifteen years. Yearly tax. Working within three years. TRADE-MARKS, $85—Term, twenty years—renewable.

See references on last pages.

(44) REFERENCES.

THE long-continued practice of his profession has brought Mr. Siggers into intimate personal relation with many prominent inventors, who have shown their appreciation of his services by recommending him to their friends. It is not too much to say that the bulk of his business comes from this source.

Since starting in business in his own name, in May, 1899, Mr. Siggers has transacted patent and other business for over five thousand clients scattered throughout the United States. As it was impossible to print all their names, without extending the limits of this pamphlet, these names have been arranged in separate lists, according to states, copies of which will be mailed, when requested by correspondents.

The following letters from an EX-COMMISSIONER OF PATENTS, clients, and others are appended:—

From Ex-Commissioner of Patents Seymour.

Seymour, Seymour & Harmon.
40 Wall Street, New York.

E. G. Siggers, Esq. April 24, 1899.

My Dear Sir:—I take pleasure in saying that I have marked your professional advance with interest, and have been impressed with your capability and efficiency in contested cases, as well as the equally intricate matters that you have presented in *ex parte* hearings. I take equal pleasure in commending you as a capable and efficient attorney in patent causes.

With best wishes for your continued success, believe me, Very sincerely yours, John S. Seymour.

H. D. Beach, President. H. L. Beach, Vice-Pres. and Treas. E. C. Beach, Secretary.

THE H. D. BEACH COMPANY.
Metal Show Cards and Specialties.

Coshocton, Ohio, February 10, 1905.

Mr. E. G. Siggers, Washington, D. C.

Dear Mr. Siggers:—It gives us pleasure to express our high appreciation of your efforts in handling our business for some ten years past, and to say that in no single instance have you been found wanting in properly looking after our interests. Not only this, but your suggestions have been invaluable to us, and we cordially recommend you to any one having patent business of any kind.

Assuring you of our high personal esteem, we remain, with best wishes, Very truly yours,

The H. D. Beach Co.
By H. D. Beach.

OFFICE OF J. J. DARLINGTON,
Attorney-at-Law.

410 5th Street, N. W.
Washington, D. C., April 20, 1899.

I take pleasure in stating that I have been associated with E. G. Siggers, Esq., in patent causes in interference, closely contested, and requiring unusual professional diligence and labor, and that I have found him on all occasions vigorous, energetic, and in a marked degree devoted to the interests of his clients and efficient in their representation. I have no hestitation in recommending him as a capable and efficient attorney in patent causes.

J. J. Darlington.

F. W. Sumner, President.
J. H. Gillett, Vice-President.
J. Bruce Gibson, Sec'y. & Treas.
T. B. Sumner, General Manager.

SUMNER IRON WORKS.

Manufacturers of
Saw Mill, Shingle Mill and Mining Machinery, Water Tube and Tubular Boilers.

Main Office and Works, Everett, Wash., Jan. 10, 1910.

Mr. E. G. Siggers, Patent Attorney, Washington, D. C.

Dear Sir:—It is with pleasure that we are able to state the satisfaction we have had in placing all of our patent business with you. We have had considerable work, both carrying through patents on original machinery manufactured by us, and re-search of claims of infringements, besides registering trade-marks.

We can state without hesitancy that we are fully pleased with the care you give our every request and the thoroughness with which your reports are made.

Wishing you every success, we remain,

Yours very truly, Sumner Iron Works,
J. Bruce Gibson,
Sec'y. & Treas.

THE KEARNS-GORSUCH BOTTLE CO.

Zanesville, O., August 31, 1901.

E. G. Siggers, Esq., Washington, D. C.

Dear Sir:—We desire to compliment you for the dispatch you have made in procuring our last two patents. Also the elaborate opinion you have just given us on the subjects desired is eminently satisfactory, and shows your large resources of legal knowledge as well as mechanical genius. Hoping to favor you with further business soon, we remain,

Yours truly,
The Kearns-Gorsuch Bottle Co.,
J. T. Gorsuch, Pres.

THE LEAVER MANUFACTURING COMPANY.

James M. Leaver, President. James M. Leaver, Jr., Sec'y. & Mgr.

Long Beach, Cal., May 23, 1912.

E. G. Siggers, Esq.,
Washington, D. C.

Dear Sir:—We wish to assure you that we have the highest appreciation for the conscientious and efficient manner in which you have always handled our interests. The past thirty years in which we have been more or less in touch with you have brought forth a sense of security, inasmuch as we feel that you take the same personal interest in our work as though it were your own. We look forward to a continuation of the pleasant associations, and trust that we will both be instrumental in furthering each other's respective interests. Yours very truly

James M. Leaver, Jr.

J. N. Thomas, Pres. A. L. Le Grand, Sec.

THE EXETER MACHINE WORKS.

Pittston, Pa., September 16, 1901.

E. G. Siggers, Esq., Washington, D. C.

Dear Sir:—Replying to your favor of the 4th inst. I am pleased to say that the patent business that you have transacted for me during a period of fifteen years and for our company during the past six years, has been entirely satisfactory, and I always have and will continue to refer inquiring inventors to you, with assurance that their business will be looked after with fidelity and skill.

Yours very truly, A. L. Le Grand.

FROM THE INVENTOR OF THE FISHER BOOK TYPEWRITER

(Now sold by the Elliott-Fisher Company.)

Athens, Tenn., April 17, 1899.

Mr. E. G. Siggers.

Dear Sir:—I desire to say that my patent business, which you have personally looked after for the past six years, which business involved the prosecution of quite a number of domestic and foreign applications, has been very satisfactory to me.

I am pleased with both the ability and interest you have manifested in connection with my business with you.

Yours truly,

Robert J. Fisher.

D. McAllister, Pres. R. M. Downie, Sec. and Gen. Mgr. F. W. Ransom, Asst. Gen. Mgr.
R. G. Forbes, Treas.

KEYSTONE DRILLER COMPANY,
Manufacturers of
Portable Well Drilling and Prospecting Machines and Downie Deep Well Pumps.

Beaver Falls, Pa., Aug. 31, 1907

Mr. E. G. Siggers, Patent Attorney, Washington, D. C.

Dear Sir:—It is with fullest confidence that I commend you to any prospective client. For the past ten or twelve years you have handled all my applications for patents and also all those of the company which I manage.

I have always found you energetic, confident, careful, and to the last degree faithful in anything intrusted to your care and skill. Yours truly, R. M. Downie.

LYNCHBURG FOUNDRY COMPANY.
General Founders and Machinists.
Main Office, Lynchburg, Va.
Owning and Operating The McWane Pipe Works, The Lynchburg Plow Works, The Radford Pipe Works.
H. E. McWane, Pres. and Gen. Mgr.

September 2, 1907.

Mr. E. G. Siggers, Patent Attorney, Washington, D. C.

Dear Sir:—It gives me pleasure to state that the patent business you have transacted for me has been handled very satisfactorily. You have demonstrated your ability to readily grasp all the details of an invention and embody them in comprehensive form in a patent application, and make the claims broad and clear, which is a most essential part of a good patent. I have given you all my business since you started on your own account, and have recommended you to such of my friends as were looking for a reliable patent attorney.

Wishing you much success, I remain,

Very truly yours,

H. E. McWane.

Lawrence Foot, Pres. W. H. Powell, Vice-Pres.
B. L. Roberts, Cashier.
MISSISSIPPI STATE BANK.

Canton, Miss., April 9, 1900.

E. G. Siggers, Esq., Washington, D. C.

Dear Sir:—Yours of April 1st is received, and it affords me pleasure to state that I employed you to give me your opinion in regard to two patents. You did so, and I will state that the opinion showed great research, ability and skill on your part. Your charge was reasonable, and your advice good, as it kept me out of an expensive law suit.

Yours respectfully,

L. Foot.

AMERICAN CAST IRON PIPE CO.
Manufacturers of
CAST IRON PIPE AND FITTINGS
J. R. McWANE *Vice-President and Treasurer*
BIRMINGHAM, ALA., June 13, 1912.

MR. E. G. SIGGERS, Patent Attorney,
Washington, D. C.

DEAR SIR:—

In looking back over our business relations covering the last seventeen years, during which time you have handled for me an average of about one application per year, I can not think of any cause for criticism; on the contrary, your work has been very satisfactory.

The particular feature of your service that has always impressed me has been your conscientiousness in endeavoring to ascertain just what was new in the application, covering these new ideas in your claims, and then tenaciously contending for their allowance.

I sincerely trust that we may have seventeen years more of business dealings, and I feel sure that at the end of that time, if we both live, there will be new claims that will justify an extension of seventeen years longer. With kindest personal regards, I remain,

Yours very truly, J. R. McWANE.

D. F. Youngblood, Pres. J. A. Youngblood, Vice-Pres.
G. L. Youngblood, Sec. and Treas.
THE SOUTHERN STRUCTURAL STEEL CO.
Jail Builders.
San Antonio, Tex., Dec. 12, 1902.

E. G. Siggers, Esq., Washington, D. C.

Dear Sir:—Now that you have obtained the allowance of our several applications for patents, and in each instance secured the grant of excellent claims, we wish to express our thanks for the able and painstaking manner in which you have prepared our papers and carried the business through.

Your business dealings with us have been honest and your advice conservative, and we take pleasure in recommending you to those needing the services of an attorney in your line.

Very respectfully,
The Southern Structural Steel Co.,
Per D. F. Youngblood.

R. F. Sprague, Pres. L. W. Sprague, Vice-Pres.
Paul Van Deinse, Sec.
THE GORDON HOLLOW BLAST GRATE CO.
Greenville, Mich., August 28, 1901.

E. G. Siggers, Esq., Washington, D. C.

Dear Sir:—Thirteen years' experience has given me an exceedingly high opinion of your ability as a patent attorney. I know of none in whom I have greater confidence.

Very truly yours, R. F. Sprague.

DUPLEX MOULDING SANDER COMPANY,
Incorporated.
Designers and Manufacturers of Special Machinery.
Hornell, N. Y., March 8, 1916.

E. G. Siggers, Esq., Washington, D. C.

Dear Sir:—We desire to compliment and thank you for the efficient service you rendered us in presenting our patent claims in this country and abroad, especially the prompt results you were able to obtain at this time on our foreign patents, as we were naturally very anxious about this, and it has been a great satisfaction to us to receive our deeds in the remarkably short space of time it took you to procure them for us.

Again thanking you, and at the same time assuring you that any further business we may have we shall be only too glad to entrust to your care, we are,

Very truly yours,
Duplex Moulding Sander Company,
J. F. Colgrove, Treasurer.

Mr. Siggers has received commendatory letters from hundreds of other parties, which, owing to the restricted limits of this pamphlet, have not been given. The names given below are those of actual clients. Inventors who are seeking a reliable attorney are invited to correspond with any of them. The suggestion is made that they inclose a postage stamp for reply.

George B. Rattermann, care Hoy-Rattermann Carpet Co., 2018 2nd Ave., Birmingham, Ala.
Willard D. Baker, Rogers, Ark.
Charles R. Spink, 1626 Winona Blvd., Los Angeles, Cal.
Edgar J. Bryan, 626 E. 8th St., Riverside, Cal.
Christian Heilrath, 915 8th St., Sacramento, Cal.
James M. Leaver, Sr., Assistant General Manager The Pacific Lumber Co., Scotia, Cal.
Cyrus Dolph, President The Metal Shingle & Siding Co., Preston, Ont., Canada.
James F. Myser, 1454 3rd St., Denver, Colo.
Berthold Jahn, 131 Main St., New Britain, Conn.
Christopher F. Norton, Merritt, Fla.
Samuel A. Redding, General Superintendent Electric Department Ga. Ry. & Power Co., Atlanta, Ga.
Louis Wenhouse, President United Paper Co., Atlanta, Ga.
Mark A. Brown, McRae, Ga.
Rev. Jacob Mussell, R. F. D. No. 3, Caldwell, Idaho.
Frederick N. Cronholm, Rupert, Idaho.
Simon C. Johnson, DeKalb, Ill.
Geo. Kelly, 93 N. Lincoln St., Hinsdale, Ill.
Maddra J. Hewlett, 309 N. Elm St., Kewanee, Ill.
Clarence S. Applas, 922 5th Ave., Moline, Ill.
Hartig-Becker Plow Co., Cor. 1st Ave. and Belt R. R., Evansville, Ind.
Fred. W. Goedeke, 411-415 Mary St., Evansville, Ind.

Walter O. Haymond, Superintendent Muncie Electric Light Co., Muncie, Ind.
Wm. L. Evans, Jr., care Carnahan Mfg. Co., Loogootee, Ind.
Henry J. Heider, President Heider Mfg. Co., Carroll, Iowa.
Duncan A. Maccuaig, care Douglas Co., Cedar Rapids, Iowa.
Edward J. Spink, 1018 E. Broadway, Council Bluffs, Iowa.
Philip Bernard, Treasurer Philip Bernard Co., Sioux City, Iowa.
Corydon M. Rich, President Purity Oats Co., Keokuk, Iowa.
Quinn Wire and Iron Works, Boone, Iowa.
The Bailor Plow Mfg. Co., Atchison, Kans.
Jacob Ziegler, 1520 Willow St., Coffeyville, Kans.
Huston Quin, Attorney-at-Law Inter Southern Bldg., Louisville, Ky.
Finis E. Lack, 1200 S. 3rd St., Paducah, Ky.
Thomas L. Metcalfe, Hopkinsville, Ky.
Alexander B. Kokernot, 2439 Orleans St., New Orleans, La.
Harry J. Dressel, 323 Barrone St., New Orleans, La.
Albert L. Higgins, 17 Roberts Ave., Bar Harbor, Me.
Randolph N. Martz, 15 E. South St., Frederick, Md.
Phelps Can Co., Foot of Lawrence St., Baltimore, Md.
Douglas Saw & Machinery Co., 79 Milk St., Boston, Mass.
Small Bros., 37 Hillside St., Fall River, Mass.
Chas. J. Helm, Treasurer Cadillac Auto Truck Co., Cadillac, Mich.
Bostaph Engineering Co., 515 Free Press Bldg., Detroit, Mich.
P. W. Sharp Printing & Mfg. Co., Thief River Falls, Minn.
Samuel L. Hanson, care Olson Mfg. Co., Albert Lea, Minn.
The Nuubson Baking Co., 1814 Superior St., Duluth, Minn.
Dr. William B. Rohmer, Bay St. Louis, Miss.
Wm. James, Sr., 214 De Sota Ave., Clarksdale, Miss.
Chas. Linstrom, Master Mechanic Y. & M. V. Shops, Vicksburg, Miss.
Emmet G. Detrick, 723 Harris St., Vicksburg, Miss.
Woods-Evertz Stove Co., Springfield, Mo.
C. F. Blanke Tea & Coffee Co., 7th and Clark Ave., St. Louis, Mo.
Geo. M. Voltz, 914-916 Penn St., St. Joseph, Mo.
Dr. Elmer G. Kesling, Bloomfield, Mo.
Louis F. Verberckmoes, 208 E. Park Ave., Anaconda, Mont.
Rev. Louis G. Clark, 625 Broadway, Helena, Mont.
Patrick Maginnis, Kimball, Nebr.
J. A. Rose Mfg. Co., Hastings, Nebr.
Stephen F. Somogyi, Attorney-at-Law, Perth Amboy, N. J.

Reddin W. Parramore, Somerville, N. J.
Onesimus Rees, 415 N. Penn Ave., Roswell, N. Mex.
McMath and Townsend, Penn Yan, N. Y.
Frank Gebbie, President Mohawk Condensed Milk Co., Rochester, N. Y.
Roy R. Wiley, President Flexlume Sign Co., 1453 Niagara St., Buffalo, N. Y.
Byron B. Phillips, care Gifford-Wood Co., Hudson, N. Y.
Geo. P. Crutchfield, Greensboro, N. C.
Geo. L. Edgerton, Goldsboro, N. C.
Amos G. Cox, Winterville, N. C.
Henry G. Lykken, Grand Forks, N. D.
H. Amerland, President The Amerland Co., Fargo, N. D.
David M. Myers, R. F. D. No. 7, Chaseley, N. D.
Chas. F. Laganke, 118 St. Clair Ave., N. E., Cleveland, O.
Ferdinand Unckrich, President The American Steel Grave Vault Co., Galion, O.
Frederick H. Oehlke, 522 1st Ave., Lorain, O.
Zachariah Keough, 61 S. Adams St., Mansfield, O.
John M. Shelton, President Shelton Safety Egg Case Co., Oklahoma, Okla.
Geo. F. Bell, 1320 S. Carson St., Tulsa, Okla.
Olaus B. Jacobs, Cleveland, Okla.
Ernest E. Gilmer, 620 E. 10th St., N., Portland, Ore.
Wm. C. Clow, 907 E. 10th St., Portland, Ore.
Richard S. Giese, President Pa. Glass and Mfg. Co., Pittsburg, Pa.
Augustus W. Drake, 687 N. Church St., Hazleton, Pa.
Wm. I. Ravert, Manager Standard Vending Machine Co., Hazleton, Pa.
Frank G. McPherson, Secretary Keystone Wire Matting Co., Beaver Falls, Pa.
Ernest F. Rueckert, 144 Pine St., Providence, R. I.
Alfred W. Voedisch, Aberdeen, S. D.
Henderson P. Childress, General Manager Cotton Buckle & Tag Co., Memphis, Tenn.
Chas. J. Armstrong, 705 W. 34th St., Austin, Texas.
G. A. Kelly Plow Co., Longview, Texas.
Shuttles Bros. & Lewis, Dallas, Texas.
William Gebhardt, 1312 W. Commerce St., San Antonio, Texas.
Justus A. Browning, 3033 Lincoln Ave., Ogden, Utah..
Dr. Clarence Barrett, 417 E. South 2nd St., Salt Lake City, Utah.
Edgar C. Wiley, care Wiley & Wilson, Lynchburg, Va.
Picken & Denlinger, Jewelers, Norfolk, Va.
Charles Catlett, Staunton, Va.
Orin C. Fenlason, Raymond, Wash.
Geo. S. MacLeod, 6042 26th Ave., N. E., Seattle, Wash.
Geo. Halliday, care Sperry Flour Co., Tacoma, Wash.
Wm. Shuey, 521 Commerce St., Wellsburg, W. Va.
Emanuel Chainey, Florence, Wis.
Edmund Roenius, President Grand Rapids Foundry Co., Grand Rapids, Wis.

MAP OF THE BUSINESS SECTION OF WASHINGTON, SHOWING THE PRINCIPAL PLACES OF INTEREST.

HEAVY DOTTED LINES SHOW DIRECT STREET RAILWAY ROUTES FROM UNION STATION TO OFFICE OF E.G.SIGGERS.

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